

1. Conference Meeting Agenda

Documents: [CA10.29.13.PDF](#)

2. Public Meeting Agenda

Documents: [PM10.29.13.PDF](#)

3. Resolutions

3.I. 194-13 (Adopted 10.1.13/Ratified 10.29.13)

Documents: [194-13 AUTHORIZING CONTRACT FOR JITNEY BUSES-WOLFINGTON-RATIFIED 10.29.13 \(2\).PDF](#)

3.II. 197-13

Documents: [197-13 RAFFLE LICENSES-10.29.13.PDF](#)

3.III. 198-13

Documents: [198-13 COPS-IN-SHOPS.PDF](#)

3.IV. 199-13

Documents: [199-13 TAX COURT RESOLUTION \(10.18.13\).PDF](#), [199-13 TAX COURT RESOLUTION ATTACHMENT.PDF](#)

3.V. 200-13

Documents: [200-13 ACQUISITION-549 VALLEY PAYMENT TO PRESTIGE-CANCELLATION OF TAXES 10.29.13.PDF](#)

3.VI. 201-13

Documents: [201-13 SUBORDINATION OF MORTGAGE-104 WATSON AVENUE.PDF](#)

3.VII. 202-13

Documents: [202-13 EXECUTIVE SESSION 10.29.13.PDF](#)

3.VIII. 203-13

Documents: [203-13 TEMP EMERGENCY RESOLUTION AMENDMENT 10.29.13 \(2\).PDF](#)

3.IX. 204-13

Documents: [204-13 PURCHASE LIVE SCAN FINGERPRINT MACHINE - 10.29.13.PDF](#)

3.X. 205-13

Documents: [205-13 D.L.S. CONTRACTING.PDF](#)

3.XI. 206-13

Documents: [206-13 CHANGE ORD. NO. 1-SCALORA BROTHERS-RIDGEWAY PARK SITE 10.29.13.PDF](#)

3.XII. 207-13

Documents: [207-13 EXECUTIVE SESSION RESOLUTION RE SETTLEMENT AGREEMENT WITH NY DOITT 10.29.13.PDF](#), [207-13 LICENSE TRANSFER AGREEMENT-WO-NY DOITT - 10-21-13.PDF](#)

3.XIII. 208-13

Documents: [208-13 RESOLUTION-AUTHORIZING ESCROW AGREEMENT.PDF](#), [208-13 EXHIBIT A \(10.29.13\).PDF](#)

4. Ordinances On Second And Final Reading

4.I. 2388-13

Documents: [2388-13 OWNER RESPONSIBILITY FOR RENTAL PROPERTIES.PDF](#)

4.II. 2389-13

Documents: [2389-13 ENVIRONMENTAL_COMM_ORD.PDF](#)

4.III. 2390-13 (Postponed To 11/12/13)

Documents: [2390-13 SALARY ORD DEPT. HEADS 2010-2013.PDF](#)

5. Ordinances On First Reading-None

COUNCIL COMMITTEE CONFERENCE MEETING
AGENDA
Council Chambers - 66 Main Street, West Orange, NJ

October 29, 2013

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on November 29, 2012 . A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on November 29, 2012 .

**Roll Call - Councilman Cirilo, Councilman Guarino, Councilman Krakoviak,
Councilwoman Spango, Council President McCartney (Mayor Parisi)**

=====

6:30 P.M.

- Mayor's Proclamation-**Extra Mile Day** -November 1, 2013

- Resolution-**Pancreatic Cancer Awareness Month**-November 2013

- **"Movember"**-Men's Health Awareness

- Recognition-**Hockey Game Fundraiser** -Brad Palent
West Orange Fire Department v. West Orange All Stars

- **Presentation-Shop West Orange-Kick-Off November 1**

- **Discussion** : Best Practices Inventory

- **Council Liaison Announcements**

7:00 P.M.

- Public Meeting

Agenda is subject to change.

AGENDA
October 29, 2013
Township of West Orange
66 Main Street – 7:00 p.m.

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on November 29, 2012. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on November 29, 2012.

Statement of Decorum

In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule. (1972 Code § 3-15.2)

1. Pledge of Allegiance.
3. Roll Call – Councilman Cirilo, Councilman Guarino, Councilman Krakoviak, Councilwoman Spango, Council President McCartney (Mayor Parisi)
4. Public Comment
5. *Consent Agenda
 - *5. Approval of Minutes of Previous Meeting-Public Meeting October 1, 2013
 - *6. Report of Township Officers-Municipal Judge's Report-September 2013
 - *7. Reading of Petitions and Communications and Bids
 - *8. Bills
 - *9. Resolutions
 - a. 194-13 Corrected Resolution-Award of Contract to Wolfington Body Company Inc. in the amount of \$240,674.00 for a total of (4) Passenger Vans (**adopted 10/1/13-ratified 10/29/13**)
 - b. 197-13 Resolution Authorizing Raffle Licenses
 - c. 198-13 Resolution Authorizing the Mayor and Police Chief to Execute Any and All Documentation Necessary to Obtain the 2013/14 Cops in Shops Grant
 - d. 199-13 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey
 - e. 200-13 Resolution Authorizing the Acquisition of Property known as 549-51 Valley Road, Block 27, Lot 47
 - f. 201-13 Resolution Authorizing the Subordination of Mortgage for Property Owner at 104 Watson Avenue, West Orange, Block 130, Lot 6
 - g. 202-13 Resolution Authorizing an Executive Session to Discuss Execution of Settlement Agreement with City of New York, Department of Information Technology & Telecommunications, Resolving Dispute Over Authorization to Operate Emergency Radio Frequencies

- h. 203-13 Resolution Authorizing an Amendment to the Emergency Temporary Appropriation Resolution 7-13 For the Purpose of Funding Eminent Tax Appeals N.J.S.A. 40A:4-20
- i. 204-13 Resolution Authorizing an Award of Purchase of Live Scan Fingerprint Machine for the W.O. Police Department to Morphotrak Safran Group, 1250 No. Tustin Ave., Anaheim, CA 92807 Under New Jersey State Term Contract #G9002,A81520 in the Amount of \$43,620.00 (AD)
- j. 205-13 Resolution Authorizing Additional Funding for the 2010 Improvements, Phase IIA, Various Streets, in the Amount of \$266,000 with D.L.S. Contracting, Inc.
This is a request for additional funding to perform additional work at the unit prices bid in Alternate "D" for the contract 2010 Improvements, Phase IIA, Various Streets.
- k. 206-13 Resolution Authorizing Change Order No. 1 to Scalora Brothers, Inc., 382 Lackawanna Place, South Orange, NJ 07079 in the Amount of \$25,000. for Additional Work Associated with the Ridgeway Park Site and Landscaping Improvements and the Extension of the Project Completion Date from 120 days to 150 days or December 15, 2013
- l. 207-13 Resolution Authorizing the Execution of Settlement Agreement with City of New York, Department of Information Technology & Telecommunications, Resolving Dispute Over Authorization to Operate Emergency Radio Frequencies
- m. 208-13 Resolution Authorizing the Execution of an Escrow Agreement With Valley Road Residential, LLC

10. Ordinances on Second and Final Reading

- a. 2388-13 An Ordinance Creating Chapter 14, Section 19 of the Revised General Ordinances of the Township of West Orange, Entitled "Owner Responsibility for Rental Properties"
- b. 2389-13 An Ordinance Amending and Replacing Chapter II, Section 2-47.1, et seq., of the Revised General Ordinances of the Township of West Orange Entitled "Environmental Commission"
- c. **POSTPONED** 2390-13 An Ordinance Amending an Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Employees Setting Forth Their Titles, Classification and Salary Ranges and Adopting a Salary Guide and Establishing the Employee's Status as a Township Employee and Under the Guidelines of the NJ Department of Civil Service **(Second and final reading on 11/12/13)**

11. Ordinances on First Reading-None

12. ABC Hearing-None

13. Adjournment

**The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)**

Agenda is subject to change.

CORRECTION RESOLUTION 194-13 ADOPTED OCTOBER 1, 2013 TO TOTAL PURCHASE AMOUNT LISTED FROM \$237,008.00 TO \$240,674.00

WHEREAS, the Township of West Orange ("Township") advertised for the receipt of bids for one (16 + 2) Wheelchair Position or 20 Seat Passenger RV/Van Cutaway Chassis and three to four 25 Passenger RV/VANs Cutaway Chassis; and

WHEREAS, three bids were received on September 19, 2013 by Alliance Bus, Rohrer Enterprises, Inc. D/B/A/Rohrer Bus Sales and Wolfington Body Company, Inc.; and

WHEREAS, the bids were reviewed by the Purchasing Agent for document compliance and found all compliant, the review by the Director of Public Works and Superintendent of Public Works found both Alliance Bus and Rohrer Bus Sales as non complaint; and

WHEREAS, both Alliance Bus and Rohrer Bus Sales were both not responsive to the Township's specifications with many exceptions including not meeting the delivery date, step height, and aisle width requirements; and

WHEREAS, the Wolfington Body Company submitted the most responsive and responsible bid with no exceptions for the following vehicles:

Three - (25) passenger buses	@ \$59,252.00	=	\$177,756.00
One - (20) passenger bus with two wheelchair positions	@ \$62,918.00	=	<u>\$ 62,918.00</u>

Total Purchase: **\$240,674.00**

WHEREAS, the Director and Superintendent of Public Works recommends awarding the contract to Wolfington Body Company Inc., 1315 Route 38, Mount Holly, New Jersey 08060; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an award of contract be made to Wolfington Body Company, Inc. in accordance with their proposal dated September 19, 2013.

BE IT FURTHER RESOLVED, that the Purchasing Agent is hereby authorized to arrange to pay for the foregoing in accordance with the terms of said Purchase Order on behalf of the Township of West Orange with funds certified available by the Chief Financial Officer.

Karen Carnevale, Municipal Clerk

Susan McCartney, Council President

I hereby certify funds are available from: **Account Number-03-2366-12-0080-010**

John O. Gross, Chief Financial Officer

Adopted: October 1, 2013
Ratified: October 29, 2013

SUMMARY OF BIDS

ONE TWENTY OR 16+2 WHEELCHAIR POSITIONS PASSENGER RV/VAN CUTAWAY CHASSIS AND THREE OR FOUR TWENTY FIVE PASSENGER RV/VAN CUTAWAY CHASSIS

1. Alliance Bus Group
51 Kero Drive
Carlstadt, New Jersey 07072

Twenty or 16+2 Wheelchair Passenger Bus \$58,170.00 ea
Twenty five Passenger Bus \$54,530.00 ea
For three or four

2. Rohrer Enterprises, Inc.
DBA Rohrer Bus Sales
1515 State Road
P.O. Box 100
Duncanon, PA 17020

Twenty or 16+2 Wheelchair Passenger \$64,387.00 ea
Twenty Five Passenger Bus \$58,617.00 ea
For three or four

3. Wolfington Body Company
1315 Route 38
P.O. Box 160
Mt. Holly, New Jersey 08060

Twenty or 16+2 Wheelchair Passenger Bus \$62,918.00 ea
Twenty Five Passenger Bus \$59,252.00 ea
For three or four

Both Alliance Bus Group and Rohrer Bus Sales took exceptions to the bid specifications and were determined to be non-compliant.

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL #</u>
AMIT Women Off Premise Merchandise	11.10.13	700 Pleasant Valley Way	7012
Barnabas Health Hospice and Palliative Care Center On Premise Merchandise	11.14.13	95 Old Short Hills Rd.	7013
Orange/West Orange UNICO Off Premise 50/50	6.18.14	481 Eagle Rock Avenue	7014
EPIC Casino Night	11.15.13	350 Pleasant Valley Way	7015
W.O. African Heritage Organization On Premise 50/50	11.22.13	44 Benvenue Avenue	7016
W.O. African Heritage Organization On Premise 50/50	12.19.13	289 Main Street	7017
EPIC Tricky Tray	11.15.13	350 Pleasant Valley Way	7018

Susan McCartney
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: October 29, 2013

RESOLUTION

WHEREAS, the division of Alcoholic Beverages Control (ABC) is responsible for administering the Office of Juvenile Justice Delinquency Prevention (OJJDP) State Block Grant Program Enforcing the Underage Drinking Laws; and

WHEREAS, The West Orange Police Department applied to ABC for funds in connection with a project entitled Cops-in-Shop Grant for the fiscal 2013 – 2014 year; and

WHEREAS, the Township of West Orange Township Council had already reviewed the application and had deemed it to be in the best interests of the Township; and

WHEREAS, the project is a joint project between the State of New Jersey (ABC) and the West Orange Department for the purpose of combating underage drinking; and

WHEREAS, the State of New Jersey (ABC) has allocated a federal sub grant award in the amount of \$_____to the Township; and

WHEREAS, there is no matching requirement by the Township.

NOW, BE IT HEREBY RESOLVED, by the Township Council that the Township of West Orange wishes to participate with the State of New Jersey, Division of Alcoholic Beverage Control (ABC) to the greatest extent possible; that the Township hereby approves and authorizes the execution of the sub grant award documentation; and that the Chief Financial Officer of the Township shall accept the funds in connection with the project from the ABC and make disbursements in accordance with said application.

IT IS FURTHER RESOLVED, that the Mayor and Chief of Police be and are hereby authorized to execute any and all documentation necessary to obtain the grant and effectuate the purposes set forth therein.

A copy of the grant shall be available to the public upon request and in accordance with NJSA 47:1A-1 et seq.

Susan McCartney, Council President

Karen J. Carnevale, Municipal Clerk

Adopted: October 29, 2013

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REBATE PAYMENT TO THE LISTED TAXPAYER
PURSUANT TO FINAL JUDGMENT BY THE TAX COURT
OF NEW JERSEY

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the years 2010, 2011, 2012, 2013&2014.

WHEREAS, such judgment by merit of N.J.S.A. 54:3-27.2 shall be conclusive and binding upon the municipal assessor and taxing district;

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid or applied to the said taxpayers the sums in full and final satisfaction to tax rebates due:

Block	Lot	Name & Address	YR Assessment	Amount	Reduction
101.02	1.05	Jacobus& Associates, LLC Trustee 301 So. Livingston Ave STE 105 Livingston, NJ 07039	2011	1,150,000	14,181.59
101.02	1.05	Jacobus& Associates, LLC Trustee 301 So. Livingston Ave STE 105 Livingston, NJ 07039	2012	950,000	21,526.26
152.24	1445	Brach/Eichler, LLC 101 Eisenhower Parkway Roseland, NJ 07068	2013 2014	49,198,600 Prelim	29,235.07-Applied 14,617.54-Applied
152.24	1445.05	Brach/Eichler, LLC 101 Eisenhower Parkway Roseland, NJ 07068	2013 2014	801,400 Prelim	21,453.89-Applied 10,726.95-Applied
164	1.01	LasserHochman Trustee Blackburn Development 75 Eisenhower Parkway Ste 120 Roseland, NJ 07068	2011	46,267,200	225,001.40
154.06	21	Zipp&Tannenbaum, LLC Trustee Hamin Realty Co 166 Gatzmer Avenue Jamesburg, NJ 08831	2010	275,000	5,452.86
154.06	21	Zipp&Tannenbaum, LLC Trustee Hamin Realty Co 166 Gatzmer Avenue Jamesburg, NJ 08831	2011	950,000	4,970.97
154.06	21	Zipp&Tannenbaum, LLC Trustee Hamin Realty Co 166 Gatzmer Avenue Jamesburg, NJ 08831	2012	950,000	5,060.94
154.06	21	Zipp&Tannenbaum, LLC Trustee Hamin Realty Co 166 Gatzmer Avenue Jamesburg, NJ 08831	2013 2014	950,000 Prelim	5,209.45-Applied 2,604.73-Applied

85.03	40	Stephen Severud Attorney Trust Account Valley Professional Center 59 East Mill Road Long Valley, NJ 07853	2011	275,000	452.53
85.03	40	Stephen Severud Attorney Trust Account Valley Professional Center 59 East Mill Road Long Valley, NJ 07853	2012	275,000	460.72
85.03	40	Stephen Severud Attorney Trust Account Valley Professional Center 59 East Mill Road Long Valley, NJ 07853	2013 2014	275,000 Prelim	474.24-Applied 237.12-Applied
173	1.02	Michael I Schneck, Trustee for Laurel Hill Home 301 South Livingston Ave Ste 105 Livingston, NJ 07039	2010	26,100	1,298.30
160.04	6	Jacoubus& Associates, LLC Trustee for G. Stoeckle 301 So Livingston Ave Ste 105 Livingston, NJ 07039	2012	1,000,000	2,601.30
109	1.01 C0088	Donald Distasio 1047 Smith Manor Blvd West Orange, NJ 07052	2012	375,000	974.60
109	1.01 C0088	Donald Distasio 1047 Smith Manor Blvd West Orange, NJ 07052	2013 2014	375,000 Prelim	1,003.20-Applied 501.60-Applied
176.22	11	The Irwin Law Firm Trust Acct Elaine Eisenberg 80 Main Street Ste 410 West Orange, NJ 07052	2011	120,500	4,194.61
176.22	11	The Irwin Law Firm Trust Acct Elaine Eisenberg 80 Main Street Ste 410 West Orange, NJ 07052	2012	370,000	584.76
101.02	24.02	Budd Larner Trustee 150 JFK Parkway Short Hills, NJ 07078	2012	1,175,000	3,402.24
101.02	4	Budd Larner Trustee 150 JFK Parkway Short Hills, NJ 07078	2011	1,090,000	3,226.89
101.02	4	Budd Larner Trustee 150 JFK Parkway Short Hills, NJ 07078	2012	1,090,000	3,285.29
152.27	27	Davenport & Spiotti Trustee 219 Changebridge Road	2011	475,000	1,876.26

Montville, NJ 07045

152.27	27	Davenport & Spiotti Trustee 219 Changebridge Road Montville, NJ 07045	2012	475,000	1,910.22
152.27	27	Davenport & Spiotti Trustee 219 Changebridge Road Montville, NJ 07045	2013 2014	475,000 Prelim	1,966.27-Applied 983.14-Applied
114	210	Davenport & Spiotti Trustee 219 Changebridge Road Montville, NJ 07045	2011	180,000	1,576.88
114	210	Davenport & Spiotti Trustee 219 Changebridge Road Montville, NJ 07045	2012	180,000	1,605.43
114	210	Davenport & Spiotti Trustee 219 Changebridge Road Montville, NJ 07045	2013 2014	180,000 Prelim	1,652.54-Applied 826.27-Applied

TOTAL:395,136.06

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

I hereby certify funds are available from: _____
Account No./Amount

John O. Gross
Chief Financial Officer

TAX YEAR	DATE	BLOCK	LOT	QUAL	OLD VALUE	NEW VALUE	DIFFERENCE	TX RATE	REFUND AMOUNT	199-13
2011	7/12/2013	101.02	1.05		1,557,400.00	1,150,000.00	407400	0.03481	\$14,181.59 RF	
2012	7/12/2013	101.02	1.05		1,557,400.00	950,000.00	607400	0.03544	\$21,526.26 RF	
2013	10/11/2013	152.24	1445		50,000,000.00	49,198,600.00	801400	0.03648	\$29,235.07 APPLIED	
2014	10/11/2013	152.24	1445		50,000,000.00	49,198,600.00	801400	0.03648	\$14,617.54 APPLIED	PRELIM
2013	10/11/2013	152.24	1445.05		1,389,500.00	801,400.00	588100	0.03648	\$21,453.89 12825.08 APPLIED	8628.81 RF
2014	10/11/2013	152.24	1445.05		1,389,500.00	801,400.00	588100	0.03648	\$10,726.95 APPLIED	PRELIM
2011	8/9/2013	164	1.01		52,730,900.00	46,267,200.00	6463700	0.03481	\$225,001.40 RF	NEED FUNDS FOR REQUESTION
2010	8/30/2013	154.06	21		317,000.00	275,000.00	42000	0.12983	\$5,452.86 RF	
2011	8/30/2013	154.06	21		1,092,803.00	950,000.00	142803	0.03481	\$4,970.97 RF	
2012	8/30/2013	154.06	21		1,092,803.00	950,000.00	142803	0.03544	\$5,060.94 RF	
2013	8/30/2013	154.06	21		1,092,803.00	950,000.00	142803	0.03648	\$5,209.45 APPLIED	
2014	8/30/2013	154.06	21		1,092,803.00	950,000.00	142803	0.03648	\$2,604.73 APPLIED	PRELIM
2011	9/27/2013	85.03	40		288,000.00	275,000.00	13000	0.03481	\$452.53 RF	
2012	9/27/2013	85.03	40		288,000.00	275,000.00	13000	0.03544	\$460.72 RF	
2013	9/27/2013	85.03	40		288,000.00	275,000.00	13000	0.03648	\$474.24 APPLIED	
2014	9/27/2013	85.03	40		288,000.00	275,000.00	13000	0.03648	\$237.12 APPLIED	PRELIM
2010	8/9/2013	173	1.02		36,100.00	26,100.00	10000	0.12983	\$1,298.30 RF	
2012	9/6/2013	160.04	6		1,073,400.00	1,000,000.00	73400	0.03544	\$2,601.30 RF	
2012	7/26/2013	109	1.01	C0088	402,500.00	375,000.00	27500	0.03544	\$974.60 RF	
2013	7/26/2013	109	1.01	C0088	402,500.00	375,000.00	27500	0.03648	\$1,003.20 APPLIED	
2014	7/26/2013	109	1.01	C0088	402,500.00	375,000.00	27500	0.03648	\$501.60 APPLIED	PRELIM
2011	9/27/2013	176.22	11		240,500.00	120,000.00	120500	0.03481	\$4,194.61 RF	
2012	9/27/2013	176.22	11		386,500.00	370,000.00	16500	0.03544	\$584.76 RF	
2012	5/10/2013	101.02	24.02		1,271,000.00	1,175,000.00	96000	0.03544	\$3,402.24 RF	
2011	4/19/2013	101.02	4		1,182,700.00	1,090,000.00	92700	0.03481	\$3,226.89 RF	
2012	4/19/2013	101.02	4		1,182,700.00	1,090,000.00	92700	0.03544	\$3,285.29 RF	
2011	8/30/2013	152.27	27		528,900.00	475,000.00	53900	0.03481	\$1,876.26 RF	
2012	8/30/2013	152.27	27		528,900.00	475,000.00	53900	0.03544	\$1,910.22 RF	
2013	8/30/2013	152.27	27		528,900.00	475,000.00	53900	0.03648	\$1,966.27 APPLIED	
2014	8/30/2013	152.27	27		528,900.00	475,000.00	53900	0.03648	\$983.14 APPLIED	PRELIM
2011	8/30/2013	114	210		225,300.00	180,000.00	45300	0.03481	\$1,576.89 RF	
2012	8/30/2013	114	210		225,300.00	180,000.00	45300	0.03544	\$1,605.43 RF	
2013	8/30/2013	114	210		225,300.00	180,000.00	45300	0.03648	\$1,652.54 APPLIED	
2014	8/30/2013	114	210		225,300.00	180,000.00	45300	0.03648	\$826.27 APPLIED	PRELIM

	TOTALS	174,062,112.00	162,158,300.00	11903812	\$395,136.06
	2013				312272.86 RF
	2014 PRELIM				52365.85 2013 APPLIED
					30497.35 2014 PRELIM

RESOLUTION

WHEREAS, the Township of West Orange has, for several years, planned to acquire Block 27, Lot 47 on the Tax Map of the Township, more commonly known as 549-51 Valley Road in the Township (the "Property"); and

WHEREAS, the Property was previously used as an automotive gas station and has been listed as a Brownfield Site within the West Orange/Orange Brownfield Development Area ("BDA") as designated by the New Jersey Department of Environmental Protection ("NJDEP"); and

WHEREAS, pursuant to various authorizing Resolutions adopted by the Township Council, beginning with Resolution No. 16-06, the Township executed option agreements and several extensions thereof which allowed the Township the option to purchase the Property from the owner, KYYS Holdings, LLC ("KYYS") for purposes of redevelopment; and

WHEREAS, acquisition of this Property would allow the Township to redevelop it for a beneficial use for the Township and its residents; and

WHEREAS, KYYS has agreed to transfer and convey its interest in the Property to the Township, via Quitclaim Deed, for the amount of One Dollar (\$1.00); and

WHEREAS, KYYS has executed, and the Township's Law Department has received all documents required to transfer title from KYYS to the Township; and

WHEREAS, Prestige Title Agency, Inc. ("Prestige Title") has reviewed all documents required to transfer title to the Township, and agreed to record all documents with the Essex County Register to confirm the transfer of title to the Township, pursuant to a fee schedule annexed hereto as **Attachment "A"**; and

WHEREAS, Prestige Title has provided a Title Commitment Policy confirming that it will insure title to the Property for the minimum fee allowable by law, which policy is attached as **Attachment "B"**; and

WHEREAS, property taxes have accrued at the Property for the tax year 2013; and

WHEREAS, it is the recommendation of the Township's Tax Collector that, in light of the Township's acquisition of the Property, the taxes assessed against the Property should be cancelled;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange, that the Township be and is hereby authorized to acquire the Property for purposes of redevelopment; and be it further

RESOLVED, that the Township be and is hereby authorized to pay the sum of such funds due and owing to Prestige for recording the transfer of title to the Property, and to purchase and obtain a Title Insurance Policy; and be it further

RESOLVED, that the taxes which have accrued for the Property shall be and hereby are cancelled.

Karen J. Carnevale, RMC
Township Clerk

Honorable Susan McCartney
Council President

Adopted: October 29, 2013

I hereby certify funds are available from: _____
Account No.

JOHN O. GROSS, CFO

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Jose Bazan (the "Owner") residing at 104 Watson Avenue, Block 130, Lot 68 (the "Property"), in the amount of Fourteen Thousand, Nine Hundred and Eighty-Five Dollars (\$14,985.00), which was dated May 11, 2007 and recorded in the Essex County Register's Office on August 10, 2007 in Book 102079, Page 230 (the "WOHRP Mortgage"); and

WHEREAS, there is a first mortgage on the Property from Fleet National Bank in the outstanding amount of One Hundred and Sixty-Eight Thousand, Seven Hundred and Forty-Seven Dollars and Eight-Four Cents (\$168,747.84) (the "First Mortgage"); and

WHEREAS, the Owner desires to refinance her home and obtain a new mortgage loan from Quicken Loans Inc. ("Quicken") in an amount not to exceed One Hundred and Seventy-Four Thousand, Seventy-Five Dollars (\$174,075.00), and with an interest rate of 4.625% (the "New Mortgage"); and

WHEREAS, the New Mortgage will pay off the First Mortgage; and

WHEREAS, the Owner has requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

WHEREAS, in connection with the New Mortgage, Quicken has accepted an appraisal indicating that the fair market value of the Property is approximately Two-Hundred and One Thousand, Five Hundred Dollars (\$201,500.00); and

WHEREAS, based on the amount of the New Mortgage and the appraisal accepted by Quicken, the proposed subordination will not change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage in favor of Quicken with respect to the Property and the Owner; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Subordination of Mortgage.

Karen J. Carnevale
Municipal Clerk

Honorable Susan McCartney
Council President

Adopted: October 29, 2013

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **October 29, 2013** shall enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy..
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- () 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- () 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

Matter(s) of Litigation

Execution of Settlement Agreement with City of New York, Department of Information Technology & Telecommunications, Resolving Dispute Over Authorization to Operate Emergency Radio Frequencies

(the general subject matter(s)) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED, that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing Resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **October 29, 2013.**

Motion:

Second:

Vote

Aye:

Opposed:

Karen J. Carnevale
Municipal Clerk

Susan McCartney
Council President

Adopted: October 1, 2013

TOWNSHIP OF WEST ORANGE
AMENDMENT TO THE EMERGENCY TEMPORARY APPROPRIATION RESOLUTION 7-13
FOR THE PURPOSE OF FUNDING EMINENT TAX APPEALS-N.J.S. 40A:4-20

WHEREAS, an emergent condition has arisen with respect to the continued operation of the Municipality, and more apporpriations are needed to pay tax appeal claims, and no adequate provision has been made in the 2013 Temporary Budget for the aforesaid purpose, and N.J.S.40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned, and

WHEREAS, THE Township of West Orange Council adoted Resolution 7-13 on January 8, 2013 setting aside \$1,000,000.00 for Tax Appeals pursuant to N.J.S.40A:4-20 ; and

WHEREAS, THE Township of West Orange Council adoted Resolution 112-13 on May 21, 2013 setting aside an additional \$1,500,000.00 for Tax Appeals pursuant to N.J.S.40A:4-20 ; and

WHEREAS, THE Township of West Orange Council adoted Resolution 195-13 on October 1, 2013 setting aside and additional \$400,000.00 for Tax Appeals pursuant to N.J.S.40A:4-20 ; and

WHEREAS, subsequently Judgements have been received or are anticipated to be received by the Tax Collector totaling \$2,938,618.39 to be refunded to Township property owners; and

WHEREAS, it is anticipated there will be additional judgements awarded to Township property owners during the year 2013;

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all members, thereof affirmatively concurring) that in accordance with N.J.S. 40A:4-20, emergency temporary appropriation resolution 7-13 be amended for 2013 for the purpose indentified by the titles herein listed below and the sums set opposite such titles:

**2013 EMERGENCY TEMPORARY APPROPRIATIONS BELOW IS HEREBY MADE PART
OF THIS RESOLUTION**

Tax Appeals	\$3,000,000.00
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Karen J. Carnevale
Municipal Clerk

SusanMcCartney
Council President

Adopted: October 29, 2013

John O. Gross, Chief Financial Officer

Adopted: October 29, 2013

R E S O L U T I O N

WHEREAS, in 2011 by Resolution No. 186-11 the Township awarded a contract entitled 2010 Improvements Phase II A, Various Streets to D.L.S. Contracting, Inc., 633 Franklin Avenue, Suite 170, Nutley, New Jersey 07110 in the amount of \$1,072,839.00; and

WHEREAS, by the same Resolution the Township awarded Alternate “D” of the bid documents, unit prices for additional work, to D.L.S. Contracting Inc.; and

WHEREAS, by Resolution No. 87-12 dated May 15, 2012 the Township Council approved Change Order No. 1 for additional work on Hillside Avenue in accordance with the schedule of unit prices in Alternate “D”; and

WHEREAS, the original contract documents specified the replacement of a portion of the deteriorated sanitary sewer and appurtenances on Aspen Road between house numbers 11 and 29 which was located behind the curb and in the front yards of these residences; and

WHEREAS, residents on the street and homeowners directly impacted by the sanitary sewer main construction requested the sewer main be relocated to the center of the paved cartway of Aspen Road to avoid tree removal and the removal of shrubs and disturbance of lawn areas and driveways; and

WHEREAS, the relocation of the sanitary sewer main resulted in higher construction costs due to the removal of pavement, the disposal of excavated material, the placement of select backfill, the placement of base pavement in the trench and rock removal; and

WHEREAS, the Township Engineer determined these additional costs to be approximately \$80,000.00; and

WHEREAS, the Township in addition to completing the improvement of Aspen Road with new curb and pavement also desires to mill and resurface a section of Oak Crest Road between Aspen Road and Hickory Road, improve a section of Edgemont Road between Eagle Rock Avenue and Greenwood Avenue with new curb, pavement and reconstructed speed tables and install four new speed tables on Redwood Avenue in Paddock Farms development all in accordance with the unit prices bid in Alternate “D”; and

WHEREAS, the Township Engineer estimates the costs for these four improvements as follows:

1.	Complete Aspen Road with curb and pavement	\$150,000
2.	Resurface Oak Crest Road from Aspen Road to Hickory Road	\$ 25,000
3.	Improve Edgemont Road from Eagle Rock Avenue to Greenwood Avenue	\$ 92,000
4.	Install four speed tables on Redwood Avenue in Paddock Farms	\$ 18,000
TOTAL		\$285,000

WHEREAS, the Township Engineer by letter dated October 23, 2013 recommends this work be authorized by Change order No. 2 with D.L.S. Contracting, Inc. for the contract 2010 Improvements Phase II A, Various Streets; and

WHEREAS, the total requested amount of the Change Order reflects the total cost cited above less the current encumbrance of \$19,000 or \$266,000; and

WHEREAS, the Municipal Engineer and Administration desire to perform this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Change Order No. 2 in the amount of \$266,000 for improving Aspen Road with new curb and pavement, milling and resurfacing Oak Crest Road between Aspen Road and Hickory Road, improving Edgemont Road from Eagle Rock Avenue to Greenwood Avenue with curb, pavement and reconstructed speed tables and new speed tables on Redwood Avenue all under Alternate "D" unit prices of the contract with D.L.S. Contracting, Inc., of Nutley, New Jersey entitled 2010 Road Improvements Phase II A Various Streets is hereby approved.

Karen J. Carnevale, Municipal Clerk

I hereby Certify funds are available from:

John O. Gross, Chief Financial Officer

Susan McCartney, Council President

2010 IMPROVMENTS PHASE II A

Account No.

03-2220-22-9110-010

03-2217-22-3010-010

03-2207-22-9010-010

03-2206-22-9110-010

03-2184-22-5010-010

03-2190-22-6010-010

Adopted: October 29, 2013

R E S O L U T I O N

WHEREAS, by Resolution No. 122-13 dated June 11, 2013 the Township awarded a contract entitled Ridgeway Park Site and Landscape Improvements to Scalora Brothers, Inc. T/A Scalora_Landscaping, 382 Lackawanna Place, South Orange, New Jersey 07079 in the amount of \$406,481.00; and

WHEREAS, the site improvements included placing a new roof on top of four existing brick columns to restore a gazebo which previously existed on this site; and

WHEREAS, during the course of construction Scalora Brothers, Inc. advised the Township Engineer and project designer Daniel Dowd of Barreto/Dowd that the four columns were not stable; and

WHEREAS, upon inspection both the Township Engineer and Daniel Dowd of Barreto/Dowd concurred with the Scalora Brother's findings; and

WHEREAS, the Township Engineer suspects these columns were damaged during Hurricane Sandy; and

WHEREAS, both Daniel Dowd of Barreto/Dowd and the Township Engineer recommend new tubular steel columns on new concrete footings be installed to support the roof, the brick columns be lowered to retain this architectural element and a new concrete slab be constructed as the base for the brick paver floor of the gazebo; and

WHEREAS, the contractor submitted a not to exceed estimate of \$25,000 to perform this additional work; and

WHEREAS, the not to exceed estimate meets the approval of the Township Engineer and Daniel Dowd of Barreto/Dowd; and

WHEREAS, the Township Engineer by letter dated October 23, 2013 recommends a Change Order be issued for this additional work to Scalora Brothers, Inc. in an amount not to exceed \$25,000; and

WHEREAS, the Township Engineer and Administration desire to perform this additional work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED, that Change Order No. 1 in the amount of \$25,000 for additional work associated with constructing new tubular steel columns on new concrete footings along with a new concrete pad for the gazebo associated with the Ridgeway Park Site and Landscaping Improvements contracted to Scalora Brothers Inc., T/A Scalora Landscaping, 382 Lackawanna Place, South Orange, New Jersey 07079 be approved.

BE IT FURTHER RESOLVED that the time to complete the project be extended from 120 days to 150 days or December 15, 2013.

**KAREN J. CARNEVALE, MUNICIPAL CLERK
PRESIDENT**

SUSAN McCARTNEY , COUNCIL

Adopted: October 29, 2013

I hereby Certify funds are available from: Account No.: 03-2375-13-0010-010 \$25,000

JOHN GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION

WHEREAS, the Township of West Orange ("Township"), pursuant to the regulatory oversight of the Federal Communications Commission ("FCC"), is authorized by the FCC to operate on certain radio frequencies under call sign WPCE346 (collectively, the "FCC Authorization"); and

WHEREAS, on January 29, 2009 the Township filed an application with the FCC to add frequency pairs 809/854.3125 and 809/854.3375 MHz (the "Frequencies") to the set of frequencies the Township is authorized to operate pursuant to the FCC Authorization; and

WHEREAS, on February 23, 2009 the FCC granted the Township's application; and

WHEREAS, on March 6, 2009, the City of New York, Department of Information Technology & Telecommunications (the "City") filed an objection to the FCC granting of the Township's application to operate the Frequencies; and

WHEREAS, on April 11, 2013 the FCC issued a Memorandum Opinion and Order Proposing Modification (the "Memorandum Opinion"), which proposed to delete the Frequencies from the Township's ownership; and

WHEREAS, pursuant to Township Council Resolution 93-13, the Township retained Alan S. Tilles, Esq. ("Mr. Tilles") of Shulman, Rogers, Gandal, Pordy & Ecker, P.A., an attorney who specializes in these matters to represent the Township in this dispute; and

WHEREAS, a full and final resolution of this matter has been reached in principle, pursuant to a proposed License Transfer Agreement attached hereto as **Attachment "A,"**; and

WHEREAS, the License Transfer Agreement will allow the Township to maintain the FCC Authorization with respect to the 809/854.3375 MHz channel, and will transfer and assign to the City the rights to operate the 809/854.3125 MHz channel in exchange for the payment of twenty thousand dollars (\$20,000.00) by the City to the Township; and

WHEREAS, Mr. Tilles has recommended that the Township enter into the Agreement, which will be subject to submission to and review and approval by the FCC;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor and Township Clerk be and hereby are authorized to execute and attest to the Agreement in the form annexed hereto; and

BE IT FURTHER RESOLVED, that a true copy of the Agreement shall remain on file with the Township Clerk for inspection by the public.

Karen J. Carnevale
Township Clerk

Susan McCartney
Council President

Adopted: October 29, 2013

LICENSE TRANSFER AGREEMENT

THIS LICENSE TRANSFER AGREEMENT (this "Agreement") is made as of this ____ day of _____, 2013, ("Effective Date") by and between **City Of New York, Department of Information Technology & Telecommunications** ("the City"), and **Township of West Orange, New Jersey** ("West Orange"). The City and West Orange may be referred to herein collectively as the "Parties".

RECITALS

- A. West Orange holds authorizations ("FCC Authorizations") issued by the Federal Communications Commission (the "FCC") to operate on certain frequencies ("Licensed Frequencies") under call sign WPCE346 (the "License" and together with the Licensed Frequencies, the "Collective FCC Authorization");
- B. West Orange filed an application with the FCC to add frequency pairs 809/854.3125 and 809/854.3375 MHz to the set of frequencies West Orange is authorized by the FCC to operate for WPCE346 (FCC File No. 003721208);
- C. The FCC granted the application by West Orange on February 23, 2009;
- D. The City filed an objection to such grant on March 6, 2009 (the "Objection");
- E. On April 11, 2013 the FCC proposed to delete the authorization for 809/854.3125 and 809/854.3375 MHz from the authorization for WPCE346, but did not issue an implementation order pending an opportunity for West Orange to object to such action;
- F. In order to effectuate a mutually acceptable resolution of these matters and in response to the FCC's order of April 11, 2013 regarding the frequency pairs 809/854.3125 and 809/854.3375, West Orange desires to transfer and assign to the City the FCC Authorization for 809/854.3125 MHz, and the City desires to reimburse West Orange for certain expenses related to transfer of the FCC Authorization for frequency pair 809/854.3125, subject to the conditions described herein.
- G. The City and West Orange desire to enter into this Agreement to effect the transfer of the FCC Authorization for 809/854.3125 MHz to the City, free and clear of all liens, claims, mortgages, pledges, security interests, encumbrances, adverse claims or restrictions whatsoever (collectively, "Liens").

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENTS

License Transfer: Upon the terms and subject to the conditions outlined in this Agreement, on the Closing Date (as defined below), West Orange will deliver to the City, and the City will acquire from West Orange, all of West Orange's right, title and interest in and to the FCC Authorization for 809/854.3125 MHz, free and clear of all Liens. The City and West Orange acknowledge and agree that the transfer of the FCC Authorization constitutes a partial transfer of West Orange's Collective FCC Authorization and that this Agreement specifically transfers and assigns the West Orange's FCC Authorization for 809/854.3125 MHz, and specifically excludes any sale or transfer of West Orange's FCC Authorizations for other frequencies, West Orange's cash, cash equivalents, account receivables, the equipment operating the frequencies under the FCC Authorizations and any and all other assets of West Orange.

Consideration: In consideration for the transfer and assignment of the licensed frequencies to the City, the City shall assume all rights and obligations regarding 809/854.3125, commencing as of the date of Final Order, and shall pay to West Orange twenty thousand dollars and no cents (\$20,000.00) in administrative expenses, constituting the full and aggregate consideration to be paid by the City to West Orange for the FCC Authorization for 809/854.3125 MHz. Upon the Final Order (as defined in Section 5(b) below), West Orange may submit to the City an invoice for \$20,000, in a format prescribed by the City, which the City shall promptly pay, pursuant to the City's prompt payment requirements.

3. **Assumption of Liabilities:** The City is not assuming and will not be responsible for any liabilities or obligations of West Orange whether arising out of or in connection with the Collective FCC Authorization or West Orange's operations pursuant to the Collective FCC Authorization except that the City shall assume obligations for frequency pair 809/854.3125 after Closing unless accrued prior to Closing.

4. **Payment of Expenses:** The City and West Orange will each bear their own legal, accounting and brokerage expenses in connection with this Agreement.

5. **FCC Application and Waiver Request:**

(a) **Preparation and Filing.** As soon as possible (but in no event later than thirty (30) calendar days after the Effective Date), West Orange shall file an application with the FCC to add a transmitter site at the Empire State Building (with technical parameters supplied by the City) for 809/854.3125 MHz. Within sixty (60) days after the Effective Date, West Orange and the City shall file an application on FCC Form 603 (together with the application referred to in the preceding sentence, the "FCC Applications") seeking the FCC's consent to the assignment of the FCC Authorization for 809/854.3125 MHz from West Orange to the City ("FCC Consent"). The Parties agree to act diligently in taking all steps necessary, proper and desirable to expedite the prosecution of the FCC Applications to a favorable conclusion. However, should the application to add the Empire State Building site be denied by the FCC, this transaction will proceed without regard to the inability to obtain authorization at the Empire State Building site.

(b) **Finality.** For purposes of this Agreement, "Final Order" shall mean that forty (40) days have elapsed from the date of the FCC's issuance of FCC Consent to the assignment of the FCC Authorization for 809/854.3125 MHz from West Orange to the City without any filing of any adverse request, petition or appeal by any third party or by the FCC on its own motion with respect to FCC Application or, if challenged, the FCC Consent shall have been reaffirmed or upheld and the applicable period for seeking further administrative or judicial review shall have expired without the filing of any action, petition or request for further review.

6. **Closing:**

(a) **Closing Date:** The closing ("Closing") for the transfer of the FCC Authorization for 809/854.3125 MHz will occur within twenty (20) business days after the Final Order and the satisfaction of all other conditions specified in this Agreement (the "Closing Date").

(b) **Cooperation:** At Closing, the Parties will exchange any documents, and other instruments called for by this Agreement or as the City or its counsel may reasonably request. The City and West Orange will cooperate in good faith and exercise their reasonable best efforts to obtain FCC and third-party consent and finalize and execute any and all other documents or agreements necessary to effect the transfer on or prior to the Closing Date.

7. **Closing Conditions:** The Closing will be subject to the satisfaction of all of the following conditions (except to the extent any such conditions are expressly waived by the City in writing): (i) Final Order of the assignment to the City of the FCC Authorization; (ii) receipt of any other required third party consents and approvals required for the transfer of the FCC Authorization for 809/854.3125 MHz; (iii) release of all liens, if any, on such FCC Authorization; (iv) the continued truth and accuracy of West Orange's representations and warranties provided herein; and (v) execution and delivery of appropriate instruments of transfer and assignment and other documents and instruments as the Parties or their counsel may reasonably request. The City will promptly provide notice to the FCC of completion of this transaction and will make best efforts to notify the FCC within thirty (30) days following the Closing Date.

8. **Representations and Warranties:**

(a) **West Orange's Representations and Warranties:** West Orange represents and warrants to the City as follows: (i) West Orange is the lawful, beneficial and exclusive owner of the FCC Authorization for 809/854.3125 MHz and West Orange has the unrestricted right to transfer the FCC Authorization for 809/854.3125 MHz to the City at Closing free and clear of Liens; (ii) West Orange is duly incorporated and in good standing under the laws of its state of incorporation and all other jurisdictions where it is qualified to transact business; (iii) this Agreement has been duly authorized and approved by all required action of West Orange; (iv) neither the execution nor the delivery

of this Agreement nor the consummation of the transaction contemplated herein will conflict with, or result in any violation or default under, any term of the organizational documents or by-laws of West Orange, or any agreement, mortgage, indenture, license, permit, lease or other instrument, judgment, decree, order, law or regulation by which West Orange is bound; (v) the FCC Authorization for 809/854.3125 MHz is valid and in good standing with the FCC and West Orange is in compliance with all statutes, rules and regulations concerning construction, and loading of the Collective FCC Authorization or the facilities associated with the Collective FCC Authorization, and all other federal statutes, rules, regulations and policies of the FCC applicable to the West Orange or the Collective FCC Authorization; (vi) there is no pending or, to the best of West Orange's knowledge, threatened action, petition, pleading or competing application by West Orange under the Collective FCC Authorization, by a third party, the FCC, or any other governmental agency to suspend, revoke, terminate or challenge any aspect of the Collective FCC Authorization other than the City's Objection, West Orange's qualifications as licensee, or otherwise investigate the operation on the FCC Authorizations; (vii) no person or entity holds or has been granted a right of first refusal or option to purchase or acquire all or part of the Collective FCC Authorization; (viii) the FCC Authorization for 809/854.3125 MHz is fully constructed and operational as required by FCC regulations; (ix) there are no pending applications or actions whatsoever seeking to modify any of the parameters under the Collective FCC Authorization; (x) West Orange has not made any agreement regarding the FCC Authorization for 809/854.3125 MHz subject to this Agreement; and (xi) all information provided by West Orange to the City concerning the Collective FCC Authorization is true and complete. Each of West Orange's representations and warranties will survive the Closing.

(b) **The City's Representations and Warranties:** The City represents and warrants to West Orange as follows: (i) The City is duly organized and validly existing under the laws of the state of its organization; (ii) this Agreement has been duly authorized and approved by all required action of the City; (iii) the City is financially and legally able to meet its obligations under this Agreement; and (iv) neither the execution nor the delivery of this Agreement nor the consummation of the transaction contemplated herein will conflict with, or result in, any material violation or default under any term of the articles of organization or operating agreement, if any, of the City, or any agreement, mortgage, indenture, license, permit, lease or other instrument, judgment, decree, order, law or regulation by which the City is bound.

9. West Orange's Covenants:

(a) From the date of this Agreement to the Closing Date, West Orange will: (i) take necessary steps to fully vacate 809/854.3125 ; (ii) not sell, transfer, dispose, encumber, geographically partition or permit the sale, transfer, disposal or encumbrance of any of the Collective FCC Authorization; (iii) take all necessary actions to maintain the continued validity of the Collective FCC Authorization; (iv) afford the City and its representatives reasonable access to the records relating to the Collective FCC Authorization during normal business hours; (v) not seek to modify or allow modification of any of the parameters under the Collective FCC Authorization other than that discussed herein; (vi) not take any action to effect a co-channeled license on the Licensed Frequencies other than that discussed herein; and (vii) cooperate with the City in all applications or filings with the FCC in connection with this transaction. From and after the Closing Date, West Orange will at any time and from time to time, upon the City's request and without further cost to the City, prepare, execute and deliver the instruments of conveyance and assignment and will take action as the City may reasonably request to more effectively transfer to and vest in the City, or its successors and assigns, and to put the City in possession of, any and all of the FCC Authorization for 809/854.3125 MHz, free and clear of any and all Liens.

(b) From the Effective Date to the Closing Date, the City shall (i) cooperate with West Orange with the filing of the FCC Applications, if applicable, for the FCC Consents and (ii) fully perform, observe and comply with all of the obligations the City is required to perform, observe and comply with pursuant to the terms of this Agreement.

10. **Conflicting Agreements:** (a) West Orange is not a party to, nor are any aspects of the Collective FCC Authorization subject to, any contract or arrangement that would preclude or would be violated by West Orange's performance of West Orange's obligations under this Agreement or by the consummation of the transactions contemplated by the Agreement; and (b) West Orange covenants that West Orange will not enter into, nor cause any aspect of the Collective FCC Authorization to be or become subject to, any contract or arrangement, and West Orange covenants that, if any person should allege that any contract or arrangement exists or otherwise seeks to challenge consummation of the transactions (or any portion of the transactions) contemplated by this Agreement

then West Orange will promptly use West Orange's reasonable best efforts to resolve the allegations or challenges so as to permit the transactions contemplated by this Agreement to be consummated as soon as is practicable, and West Orange acknowledges that, until all allegations and challenges have been finally and favorably so resolved, the City will not be obligated to close the transactions contemplated by this Agreement.

11. **No Shop; Confidentiality:** As of the Effective Date West Orange on behalf of itself and its offices and agents, agrees not to solicit, make or accept any offers from any third party to sell, purchase, transfer or assign the FCC Authorization for 809/854.3125 MHz or any part thereof. Subject to the applicable provisions of New York State law or any other applicable law, including but not limited to the Public Officers Law (New York Freedom of Information Law "FOIL") and New Jersey's Open Public Records Act ("OPRA"), the terms of this Agreement will be kept confidential by the Parties and their agents, which confidentiality will survive the Closing or termination of this Agreement for a period of three (3) years, except to the extent: (i) same is requested or required to be disclosed pursuant to FOIL or OPRA or applicable law or any governmental entity; and (ii) West Orange or the City is required to obtain authorization or approval to enter and execute this agreement from any agents or applicable oversight or authorization entities including West Orange's Township Council. provided, however, that the Parties will require all agents to honor the provisions of this section.

12.: **Responsibility for Liabilities:** Each Party will be responsible for its own acts or omissions arising from or related to: (i) any material breach of any covenant, agreement, representation or warranty Party contained in, or made pursuant to, this Agreement; or (ii) as for the City, any and all liabilities (including successor liabilities) or obligations relating to West Orange's use of the Licensed Frequencies prior to the Closing Date and, as for West Orange, any and all liabilities (including successor liabilities) or obligations relating to the City's use of 809/854.3125 after the Closing Date. Notwithstanding anything to the contrary herein, the City's obligation herein shall not be construed to waive any portion of its retained sovereign immunity in tort under New York law.

13. **Termination:** This Agreement may be terminated and the transactions contemplated by this Agreement abandoned: (i) by mutual consent of the Parties provided in writing; (ii) by either Party upon material breach of the other Party, following a thirty (30) day period for cure by the breaching Party following written notice of the breach; or (iii) if FCC declines to authorize the transfer of 809/854.3125 or (iv) if a third party successfully challenges the validity of this agreement before the Closing. In the event of termination, City will not pay any reimbursement fees contemplated in Section 2 of this Agreement.

15. **Waiver:** The City and West Orange, by written notice to the other, may (a) extend the time for performance of any of the obligations or other actions of the other under this Agreement, (b) waive any inaccuracies in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement, or (d) waive or modify performance of any of the obligations of the other under this Agreement; provided that neither party may without the written consent of the other make or grant any extension of time, waiver of inaccuracies or compliance, or waiver or modification of performance, with respect to its own obligations, representations, warranties, conditions or covenants in this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement will be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

17. **Notices:** All notices and other communications under this Agreement will be in writing and will be deemed given (i) the same day if delivered personally or sent by facsimile or electronic mail; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices will be delivered to the Parties at the following addresses (or at any other address for a party as will be specified by the notice, provided that notice of change of address will be effective only upon receipt of the notice):

(a) If to West Orange, to:

Township of West Orange Clerk's Office
60 Main Street
West Orange, New Jersey 07052

With a copy to:

Township Attorney, Township of West Orange
c/o Township Clerk's Office
60 Main Street
West Orange, NJ 07052

With a copy to:

Shulman, Rogers, Gandal, Pordy & Ecker
12505 Park Potomac Ave
6th Floor
Potomac, MD 20854
Attn: Alan Tilles, Esq.
Phone: (301) 231-0930
Fax: (301) 230-2891

(b) If to the City, to:

Commissioner
New York City Department of Information Technology and Telecommunications
255 Greenwich Street, 9th Floor
New York, NY 10007

With a copy to:

Chief, Economic Development Division
New York City Law Department
100 Church Street
New York, NY 10007

With a copy to:

General Counsel
New York City Department of Information Technology and Telecommunications
255 Greenwich Street, 9th Floor
New York, NY 10007

18. **Assignment:** All covenants, agreements, representations, warranties and indemnities will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns. This Agreement may not be assigned by either Party without the written consent of the other Party, which consent shall not be unreasonably withheld.

19. **Counterparts:** This Agreement may be executed in one or more counterparts which will be effective as original agreements of the Parties. Original signatures transmitted by facsimile or electronic transmission will be effective to create counterparts.

20. **Exhibits:** All references in this Agreement to "Exhibits" will mean the Exhibits identified in and listed at the end of this Agreement, which are incorporated by reference and will be deemed a part of this Agreement for all purposes. Failure to attach any referenced Exhibits will not affect the binding nature of this Agreement.

21. **Governing Law:** This Agreement will be governed by the laws of the state of New York, without giving effect to the conflict of law provisions of that State.

22. **Interpretation:** All headings used in this Agreement are for convenience of reference only and will not be deemed to have any substantive effect. Notwithstanding any law or rule of contract interpretation to the contrary, this Agreement will not be interpreted strictly for or against any Party. Each of the Parties certifies to the other that it has reviewed this Agreement with, and is relying solely upon the advice of, its counsel, as to the negotiation, preparation, execution and delivery of this Agreement and as to the legal implications under this Agreement. In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, that provision will be deemed severable from the remainder of this Agreement and will in no way affect, impair or invalidate any other covenant, condition or other provision, and the Parties will use their reasonable best efforts to make the covenant, condition or other provision valid and lawful if possible so as to preserve the rights and obligations of the Parties.

23. **Amendment:** This Agreement, together with the attached Exhibits, constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, superseding all prior oral or written agreements or understandings. This Agreement may not be changed, modified or altered except by an agreement in writing executed by the Parties.

IN WITNESS WHEREOF, this Agreement will be effective as a binding agreement among the Parties upon being fully executed by the Parties indicated below and will remain in effect as an Agreement for the transfer of the FCC Authorization for 809/854.3125 MHz upon the terms and conditions provided in this Agreement.

WEST ORANGE:
Township of West Orange, New Jersey

By: _____
Robert D. Parisi, Mayor

The CITY:
**City of New York, Department of Information
Technology & Telecommunications**

By: _____
Name:
Title:

ATTEST:

By: _____
Karen J. Carnevale, Municipal Clerk

Approved as to form:

Acting Corporation Counsel

**RESOLUTION OF THE TOWNSHIP OF WEST ORANGE IN THE
COUNTY OF ESSEX, NEW JERSEY AUTHORIZING THE EXECUTION
OF AN ESCROW AGREEMENT WITH VALLEY ROAD RESIDENTIAL, LLC**

WHEREAS, the Township of West Orange (the “**Township**”) pursuant to and in accordance with the requirements of the *Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”), may contract with redevelopers for the planning, re-planning, construction, or undertaking of any project or redevelopment work under *N.J.S.A. 40A:12A-8(f)*; and

WHEREAS, the Township, pursuant to and in accordance with the requirements of the Act, heretofore designated an area in need of redevelopment (the “**Redevelopment Area**”), including, but not limited to, property known as 22-26 Central Avenue and 9-15 Mitchell Street (the “**Project Property**”); and

WHEREAS, the Township heretofore has duly adopted, pursuant to and in accordance with the requirements of the Act, the *Harvard Press Redevelopment Plan* for the Redevelopment Area (as may further be amended or supplemented consistent with the provisions hereof, the (“**Redevelopment Plan**”); and

WHEREAS, Valley Road Residential LLC, (the “**Proposed Developer**”) has submitted to the Township for its review and consideration a concept for the redevelopment of the Project Property (the “**Project**”); and

WHEREAS, the Proposed Developer has requested that the Township enter into negotiations for a development agreement, redevelopment agreement and/or an agreement for financial assistance, as may be applicable or appropriate for the Project (collectively, the “**Municipal Undertakings**”); and

WHEREAS, the Proposed Developer has agreed to defray certain costs incurred by or on behalf of the Township arising out of or in connection with the discussions and the potential negotiations associated with the Municipal Undertakings, and the Township and the Proposed Developer wish to enter into an escrow agreement establishing the mechanism for the deposit and disposition of funds to cover the Township’s costs;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, in the County of Essex, New Jersey, as follows:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. **EXECUTION OF AN ESCROW AGREEMENT**

(a) The Township hereby authorizes the execution of an escrow agreement with the Proposed Developer in substantially the form attached hereto as Exhibit A and by this reference incorporated herein (the "**Escrow Agreement**").

(b) The Mayor is hereby authorized to execute the Escrow Agreement in substantially the form attached hereto, with such additions, deletions and modifications as may be necessary in consultation with the Assistant Township Attorney and Special Counsel.

III. **SEVERABILITY**

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

IV. **AVAILABILITY OF THE RESOLUTION**

A copy of this resolution shall be available for public inspection at the offices of the Township.

V. **EFFECTIVE DATE**

This Resolution shall take effect upon final passage.

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the West Orange Township Council, in the County of Essex, at its meeting held on October ____, 2013.

Karen J. Carnevale, RMC, Township Clerk

**Honorable Susan McCartney
Council President**

Adopted: October 29, 2013

Exhibit A

Escrow Agreement

Exhibit A

Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made as of the ____ day of October, 2013 by and between **VALLEY ROAD RESIDENTIAL, LLC**, a limited liability company formed under the laws of the State of New Jersey ("**VRR**"), with an address at c/o Joseph Alpert, The Alpert Group, 1 Parker Plaza, Fort Lee, New Jersey 07024, and **THE TOWNSHIP OF WEST ORANGE**, a body corporate and politic of the State of New Jersey, (the "**Township**" and together with VRR, the "**Parties**"), with an address at 66 Main Street, West Orange, New Jersey 07052.

WITNESSETH:

WHEREAS, VRR owns certain real property within the Township located at 22-26 Central Avenue and 9-15 Mitchell Street, West Orange, New Jersey 07052 (the "**Property**"); and

WHEREAS, the Property is located within an area in need of redevelopment designated pursuant to the *Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**") and is governed by the Harvard Press Redevelopment Plan, as amended; and

WHEREAS, VRR has agreed to deposit with the Township the initial amount of **TWENTY-FIVE THOUSAND and 00/100 (\$25,000.00) DOLLARS** (the "**Escrow Deposit**"), to be deposited in an escrow account and disbursed in accordance with the provisions of this Agreement to defray certain costs and expenses incurred by or on behalf of the Township arising out of or in connection with, among other things, if and as appropriate, the negotiation and preparation of a development agreement, redevelopment agreement, or agreement for financial assistance (collectively, the "**Municipal Undertakings**").

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1. Escrow Deposit.** The initial Escrow Deposit is separate from and in addition to all other application fees and escrow deposits that may be required by the Township pursuant to Township regulations, the municipal code, or the *Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.*, as and to the extent applicable. Additions to the Escrow Deposit may subsequently become necessary to cover all reimbursable expenses incurred by the Township pursuant to the terms of this Agreement.
- 2. Scope of Reimbursable Services.** (a) The Township shall be entitled to be reimbursed for all professional charges incurred in connection with the Municipal Undertakings defined above, the preparation and review of all related documents and materials, including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with VRR, VRR's professionals, Township staff or retained professional(s) with respect to the Municipal Undertakings

(collectively, the "Reimbursable Activities"). **Reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Agreement, and is not contingent upon the outcome of any negotiations between the Parties.**

(b) Properly reimbursable professional charges shall be reasonable and necessary and shall relate to Reimbursable Activities performed by outside consultants and professionals. Annexed hereto as **Schedule 1** is a schedule of rates to be charged by outside professionals and consultants retained by the Township as of the date of this Agreement.

(c) In addition to professional and consultant fees and expenses, properly reimbursable charges shall include a charge for each special meeting of a municipal board held at the request of or with the consent of VRR, at a cost of [\$1,700.00] per meeting.

3. Deposit and Administration of Escrow Funds. The Escrow Deposit and all additions thereto shall be held by the Township in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account referenced in this Agreement.

4. Payments from the Escrow Funds. (a) The Township shall use such funds to pay reimbursable professional charges or the charges for special meetings.

(b) Professional charges paid out of the escrow account shall include professional charges in connection with the Reimbursable Activities. VRR shall not be charged for any costs and expenses not associated with the Reimbursable Activities. The only costs that shall be added shall be actual out-of-pocket expenses of such professionals or outside consultants, including normal and typical expenses incurred in connection with such Reimbursable Activities.

(c) Each payment for professional services charged to the escrow account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent in not greater than one-quarter (1/4) hour increments, the hourly rate, and specifying properly reimbursable expenses. All professionals shall submit the required vouchers or statements to the Township on a monthly basis in accordance with the schedule and procedures established by the Township. The professional shall simultaneously send an informational copy of each voucher or statement submitted to the Township to VRR.

5. Accounting and Additional Deposits. As reasonably requested by VRR, the Township shall prepare and send to VRR a statement which shall include an accounting of funds listing all deposits, interest earnings, disbursements and the

cumulative balance of the escrow account. If at any time the balance in the escrow account is less than **FIFTEEN THOUSAND and 00/100 (\$15,000.00) DOLLARS**, or if the escrow account otherwise contains insufficient funds to enable the Township to continue with the negotiations or document preparation, the Township shall provide VRR with a notice of the insufficient escrow deposit balance. VRR shall deposit to the escrow account additional funds such that the total amount on deposit shall be not less than **TWENTY-FIVE THOUSAND and 00/100 DOLLARS**, such deposit to be made within five (5) business days of the Township's notice, failing which the Township may unilaterally cease work without liability to VRR.

6. **Close Out Procedures.** Upon termination of negotiations, or upon the execution of a redevelopment agreement or financial agreement, VRR may send written notice by certified mail to the Township, the Township's Chief Financial Officer and to the relevant municipal professional(s), requesting that the remaining balance of the Escrow Deposit be refunded, or otherwise transferred to another escrow account if and as appropriate under the circumstances. After receipt of such notice, the professional(s) shall render a final bill to the Township within 30 days, and shall send a copy simultaneously to VRR. Within 30 days of receipt of the final bill the Township shall pay all outstanding bills and render a written final accounting to VRR detailing the uses to which the escrow funds were put. VRR will not be responsible for any additional charges once the final accounting has been rendered by the Township in accordance with this section.
7. **Disputed Charges.** (a) VRR may dispute the propriety or reasonableness of professional charges paid out of the Escrow Deposit by written notice to the Township. A copy of such notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written notice of a disputed charge shall be given within 45 days from VRR receipt of the informational copy of the professional's voucher, except that if the professional has not supplied VRR with an informational copy of the voucher, then VRR shall send notice within 45 days from receipt of the first statement of activity against the escrow account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute VRR's acceptance of the charge and a waiver by VRR of all objections to the charge and to payment thereof out of the escrow account.

(b) During the pendency of a dispute the Township may continue to pay undisputed charges out of the escrow account. If a dispute over a charge is resolved in VRR's favor after having been paid, the Township shall reimburse the escrow account in the amount determined to be properly disputed.
8. **Governing Law.** This Escrow Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey or in a United States Court having jurisdiction in the District of New Jersey, in either case sitting in Essex County, New Jersey, and VRR hereby waives all objections to such venue.

9. **Successors and Assigns.** This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.
10. **Entire Agreement; No Modification Unless in Writing.** This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.
11. **Effective Date.** This Agreement shall not become effective unless and until the initial Escrow Deposit is made.

The balance of this page intentionally left blank; signatures appear on next page.

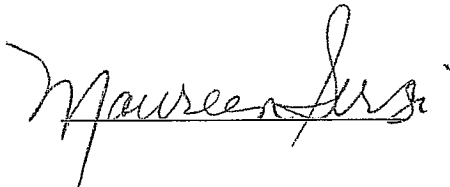
IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

Witness or Attest:

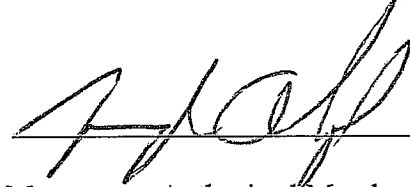
TOWNSHIP OF WEST ORANGE

By: _____

VALLEY ROAD RESIDENTIAL, LLC

_____

By:

_____

Manager or Authorized Member

Schedule 1

1. **McManimon & Scotland:** Redevelopment Counsel. Billing on an hourly basis, in 1/10 hour increments, at a "blended" rate of \$225.00 per hour.
2. **NW Financial, LLC:** Financial consultants. Billing on an hourly basis, in ¼ hour increments, at the following rates:

Principal \$195 per hour

Managing Director \$185 per hour

Vice President \$170 per hour

Analyst \$140 per hour

**AN ORDINANCE CREATING CHAPTER 14, SECTION 19 OF THE REVISED
GENERAL ORDINANCES OF WEST ORANGE, ENTITLED
“OWNER RESPONSIBILITY FOR RENTAL PROPERTIES”**

BE IT ORDAINED, by the Township Council of the Township of West Orange (“Township”), in the County of Essex and the State of New Jersey, that there should be created a Chapter 14, Section 19 of the Revised General Ordinances of the Township, which shall provide as follows:

14-19 OWNER RESPONSIBILITY FOR RENTAL PROPERTIES

14-19.1 Purpose

The purpose of this Section is to enable the Township to take effective action to ensure that disorderly conduct, when it occurs on rental properties within the Township, shall not be repeated, and that landlords be held to sufficient standards of responsibility in order to preserve peace health, and safety within the Township.

14-19.2 Definitions

As used in this section:

Hearing Officer shall mean a licensed attorney designated pursuant to Subsection 14-19.5 of this Section to hear and determine proceedings under Subsection 14-19.6 of this Section.

Landlord shall mean the person or persons who own or purport to own a building in which there is rented or offered-for-rent housing space for living or dwelling under either a written or oral lease which building contains no more than four dwelling units.

Public Official shall mean a person designated to institute proceedings on behalf of the Township to require any landlord to post a bond with the Township pursuant to this Section.

Substantiated complaint shall mean a complaint which may form the basis for proceedings in accordance with Subsection 14-19.6 of this Section.

14-19.3 Complaints

If, in any twenty-four-month period, two or more complaints, on separate occasions, of conduct upon or in proximity to any rental premises, and attributable to the acts or incitements of any of the tenants of those premises, have been substantiated by prosecution and conviction in any court of competent jurisdiction as a violation of any provision of Title 2C of the New Jersey Statutes or any provision of the Revised General Ordinances of the Township governing disorderly conduct, the Public Official may institute proceedings to require the landlord of those premises to post a bond against the consequences of future incidents of the same character.

14-19.4 Notice Requirements

- a. In the event a tenant is convicted of any of the conduct described in Subsection 14-19.3a, the Public Official shall cause notice, advising that the conduct specified has occurred, to

be served on the landlord, in person or by registered mail, at the address appearing on the tax records of the Township.

- b. The Public Official shall cause to be served upon the landlord, in person or by registered mail to the address appearing on the tax records of the Township, notice advising of the institution of proceedings under this Section, together with the particulars of the substantiated complaints upon which those proceedings are based, and of the time and place at which a hearing will be held in the matter, which shall be in the municipal building, municipal court or other public place within the Township, and which shall be no sooner than 30 days from the date upon which the notice is served or mailed.

14-19.5 Designation of Hearing Officer

The Hearing Officer shall be a licensed attorney appointed by the Mayor. A Hearing Officer shall not own or lease any real property within the Township, nor hold any interest in the assets of or profits arising from the ownership or lease of such property.

14-19.6 Hearing

At the hearing convened pursuant to this Section, the Hearing Officer shall give full hearing to both the complaint of the Township and to any evidence in contradiction or mitigation that the landlord, if present or represented and offering such evidence, may present. The Hearing Officer may consider, to the extent deemed relevant by the Hearing Officer, prior complaints about the residents of the property, even if those complaints did not result in conviction. At the conclusion of the hearing, the Hearing Officer shall determine whether the landlord shall be required to post a bond in accordance with the terms of Subsection 14-19.6 of this Section.

14-19.7 Bond

- a. Any bond required to be posted pursuant to this Section shall be in accordance with the judgment of the Hearing Officer, in light of the nature and extent of the offenses indicated in the substantiated complaints upon which the proceedings are based, to be adequate in the case of subsequent offenses to make reparation for (1) damages likely to be caused to public or private property and damages consequent upon disruption of affected residents' rights of fair use and quiet possession of their premises, (2) securing the payment of fines and penalties likely to be levied for such offenses, and (3) compensating the Township for the costs of repressing and prosecuting such incidents of disorderly behavior; but no such bond shall be in an amount less than \$500 or more than \$5,000. The Township may enforce the bond thus required by action in the Superior Court of New Jersey and shall be entitled to an injunction prohibiting the landlord from making or renewing any lease of the affected premises for residential purposes until that bond or equivalent security, in satisfactory form and amount, has been deposited with the Township.
- b. A bond or other security deposited in compliance with Subsection 14-19.6a of this Section shall remain in force and on deposit with the Township for a period of four (4) years. Upon expiration of the four-year period, the landlord shall be entitled to the discharge thereof, unless prior thereto further proceedings leading to a forfeiture of the bond or other security shall have occurred, in which case the security shall be renewed, in an amount

and for a period that shall be specified by the Hearing Officer.

14-19.8 Forfeiture or Increase of Bond

- a. If, during the period for which a landlord is required to give security pursuant to Subsection 14-19.7 of this Section, a substantiated complaint is recorded against the property in question, the Public Official may institute proceedings against the landlord for the forfeiture or partial forfeiture of the security, for an extension as provided in Subsection 14-19.7b of this Section, or for an increase in the amount of security required, or for any or all of those purposes.
- b. Any forfeiture or partial forfeiture of security shall be determined by the Hearing Officer solely in accordance with the amount deemed necessary to provide for the compensatory purposes set forth in Subsection 14-19.7a of this Section. Any decision of the Hearing Officer to increase the amount or extend the period of the required security shall be determined in light of the same factors set forth in Subsection 14-19.7a of this Section, and shall be taken only to the extent that the nature of the substantiated complaint or complaints out of which the proceedings arise indicate the appropriateness of such change in order to carry out the purposes of this Section effectually. The decision of the Hearing Officer in such circumstances shall be enforceable in the same manner as provided in Subsection 14-19.7a of this Section.
- c. A landlord may recover from a tenant any amounts of security actually forfeited as described in Subsection 14-19.7 of this Section.

Susan McCartney , Council President

Robert D. Parisi , Mayor

Approved as to form on the basis of the facts provided:

Karen J. Carnevale, Municipal Clerk

Introduced : October 1 , 2013

Adopted: October 29, 2013

LEGISLATIVE HISTORY

Authority for this proposed legislation is derived from N.J.S.A. 40:48-2.12n through N.J.S.A. 40:48-2.12r (the “Authorizing Statute”), which was enacted in response to the State Legislature’s concerns regarding “disturbances, damages and public expense resulting from carelessly granted and inadequately supervised rentals to irresponsible tenants by inept or indifferent landlords.” N.J.S.A. 40:48-2.12n(a). The Authorizing Statute was amended in 2009 such that it is now applicable to “any municipality” in the State. N.J.S.A. 40:48-2.12p(a).

The proposed legislation, which is modeled closely upon the Authorizing Statute as well as similar ordinances adopted in various municipalities, serves several important functions. First and foremost, in circumstances in which any particular rental property within the Township gives rise to repeated disorderly incidents, the proposed legislation will shift the cost of repressing and prosecuting such incidents from the Township to the owner of the offending rental property. Moreover, by requiring landlords to post bonds to cover such enforcement costs in appropriate circumstances, the proposed legislation will incentivize landlords within the Township to take affirmative measures to ensure that the tenants residing in their rental properties are not interfering with the peace, health, and safety of the Township. Finally, by providing for a neutral and uninterested Hearing Officer to adjudicate the proceedings authorized by this proposed legislation, and by ensuring that any security posted by a landlord shall be returned in the event that there are no further problems arising from the landlord’s rental property, the proposed legislation creates a system that is both fair and remedial.

AN ORDINANCE AMENDING AND REPLACING CHAPTER II, SECTION 2-47.1, ET SEQ., OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE ENTITLED “ENVIRONMENTAL COMMISSION”.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex, State of New Jersey, that Chapter II, Section 2-47, of the Revised General Ordinances of the Township of West Orange, entitled “Environmental Commission”, shall be amended and replaced to repeal the Ordinances previously enacted with respect to the Environmental Commission, which has been defunct for many years, and to replace them with this Ordinance, reestablishing the Environmental Commission and providing for its membership and operation as set forth herein.

Section 1. The Revised General Ordinances of the Township of West Orange are amended and supplemented to read as follows:

CHAPTER II, 2-47 ENVIRONMENTAL COMMISSION

2-47.1 ESTABLISHMENT OF COMMISSION.

An Environmental Commission is hereby established in the Township of West Orange pursuant to N.J.S.A. 40:56A-1 to 40:56A-12, and as the same may be amended, the mission of which shall be the protection, development or use of natural resources, including water resources, located within territorial limits of West Orange.

2-47.2 MEMBERSHIP

The Commission shall consist of seven (7) members appointed by the Mayor, one of whom shall also be a member of the Planning Board and all of whom shall be residents of West Orange; the members shall serve without compensation. The Mayor shall designate one of the members to serve as Chairman and presiding officer of the Commission. The terms of the office of the first commissioners shall be for 1, 2 or 3 years, to be designated by the Mayor in making his appointments and their successors shall be appointed for terms of 3 years and until the appointment and qualification of their successors. The first members of the Commission shall be appointed for the following terms:

2 members for the 1-year term expiring December 31, 2014
 2 members for the 2-year term expiring December 31, 2015
 3 members for the 3-year term expiring December 31, 2016.

The Mayor or Township Council may remove any member of the Commission for cause, on written charges served upon the member and after the hearing thereon at which the member shall be entitled to be heard in person or by counsel. A vacancy on the Commission occurring otherwise than expiration of a term shall be filled for the unexpired term in the same manner as an original appointment.

2-47.3 POWERS AND DUTIES

The Environmental Commission :

- a. Shall have the power to conduct research into the possible use of municipal open land areas within the Township.
- b. Shall conduct research and analyze green initiatives that make environmental and financial sense to the Township.
- c. Shall serve as the West Orange Green Team and support the municipality's efforts to work in accordance with the Township's Sustainable Element in the Master Plan.
- d. Shall collaborate with Township employees, service providers, other governmental agencies and the West Orange Board of Education: Administration, Facilities Director and Student Green Teams, to share resource information and ideas consistent with the Commission's mission to protect and or develop natural resources.

- e. Shall inform, educate and encourage participation with Township employees, residents and local businesses the solicitation of ideas on efficient green initiatives.
- f. May prepare, advertise, print, and distribute books, maps, charts, plans and pamphlets for the promotion of environmental goals and educational purposes.
- g. Shall work with the Open Space Index of all natural resource areas, publicly or privately owned, including open marshland, swamps and other wetlands, in order to obtain information on the proper use of such areas and may recommend to the Planning Board plans and programs for inclusion in the Master Plan for the preservation or development and use of such areas.
- h. Shall prepare a report of suggested best management practices to create and promote a 'greener' municipality.

2-47.4 MEETINGS

Environmental Commission meetings shall be open to all West Orange residents and interested parties and shall comply with all requirements under the Open Public Meetings Act whether or not required by law.

2-47.5 MINUTES AND REPORTS

The Environmental Commission shall maintain minutes of its regular meetings, keep records of its activities and make an annual report to the governing body.

2-47.6 STUDIES AND RECOMMENDATIONS

The Environmental Commission shall have the power, subject to the Municipal Land Use Law and any other Statutes which may apply, to make recommendations to the Planning Board, Open Space Commission or the Township Council concerning open space preservation, water resource management, air pollution control, solid waste management, noise control, soil and landscape protection, environmental appearance, marine resources and protection of flora and fauna within the Township

Section 2. If any part of this Ordinance is determined to be invalid, such part shall be severed and its invalidity shall not affect the remaining parts of this Chapter.

Section 3. Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this Ordinance shall be and the same are hereby repealed as to and to the extent of such inconsistency.

Section 4. This Ordinance shall take effect upon final passage and publication as required by law.

Susan McCartney, Council President

Karen J. Carnevale, Municipal Clerk

Robert D. Parisi, Mayor

Introduction: October 1, 2013

Adopted: October 29, 2013

LEGISLATIVE HISTORY

The Township previously had an Environmental Commission, but it has been defunct for many years, the positions of Commissioners having gone unfilled. The governing body, through this ordinance, is seeking to reinstate and re-energize the Environmental Commission, re-stating the provisions of the Administrative Code, adding to and omitting some of the powers and duties of the Commission, but intending to be consistent with the enabling statute, N.J.S.A. 40:56A-1, et seq..

AN ORDINANCE AMENDING AN ORDINANCE CREATING A RECLASSIFICATION AND SALARY SCHEDULE OF CERTAIN TOWNSHIP OF WEST ORANGE EMPLOYEES SETTING FORTH THEIR TITLES, CLASSIFICATION AND SALARY RANGES AND ADOPTING A SALARY GUIDE AND ESTABLISHING THE EMPLOYEE'S STATUS AS A TOWNSHIP EMPLOYEE AND UNDER THE GUIDELINES OF THE NEW JERSEY DEPARTMENT OF CIVIL SERVICE.

BE IT ORDAINED by the Township Council of the Township of West Orange as follows:

SECTION 1. That: an ordinance amending an ordinance adopting and creating the reclassification and salary schedules of certain Township of West Orange Municipal employees, setting a salary guide and establishing the employee's status as a Township employee and under the guidelines of the New Jersey Department of Civil Service as filed in the office of the Municipal Clerk for the following positions:

TITLE	Minimum	Maximum	Maximum	Maximum	Maximum
		1/1/2010	1/1/2011	1/1/2012	1/1/2013
Business Administrator	30,000	149,898	149,898	152,896	155,954
Chief Financial Officer	60,000	118,112	135,000	137,600	140,352
Construction Official	22,000	98,345	98,345	100,312	102,318
Director of Recreation	34,000	115,361	115,361	117,668	120,022
Fire Chief	66,923	142,610	142,610	145,462	148,371
Health Officer	38,000	110,000	110,000	112,200	114,444
Municipal Clerk	67,500	112,152	112,152	119,041	121,422
Municipal Court Administrator	40,000	99,070	99,070	101,051	103,072
Municipal Engineer/Director of Public Works	40,000	143,514	143,514	146,384	149,312
Municipal Department Head	36,000	112,418	112,418	114,666	116,960
Police Chief	84,651	154,336	154,336	157,423	160,571
Purchasing Agent	22,000	90,589	90,589	92,401	94,249
Tax Assessor	22,000	97,414	97,414	99,362	101,350
Tax Collector	24,000	110,746	90,000	91,360	93,187

SECTION 2. This ordinance and the titles and salary ranges herein provided shall become effective January 1, 2010, January 1, 2012, and January 1, 2013.

SECTION 3. All ordinances and parts of ordinances heretofore enacted which are inconsistent with any provision of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 4. This ordinance shall take effect upon final passage and publication in accordance with the laws of the state of New Jersey.

ROBERT D. PARISI, MAYOR

Karen J. Carnevale, Municipal Clerk

SUSAN MCCARTNEY, COUNCIL PRESIDENT

Introduced: October 1, 2013

Adopted: October 29, 2013

2390-13

LEGISLATIVE HISTORY

Range and title changes per 2012 Municipal Budget

Increase 0% - 2010
Increase 0% - 2011
Increase 2% - 2012
Increase 2% - 2013